**MEMORANDUM of UNDERSTANDING**

BETWEEN

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

AND

**PROJECT EDEN**

## PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District (SLUSD) and Project Eden for the purpose of providing Alcohol, Tobacco, and Other Drug (ATOD) services for SLUSD students during the 2016-2017 school-year. MOU is effective as of September 1, 2016.

## SERVICES PROVIDED

**Project Eden** will:

1. Provide district with 3 counselors and one intern who will provide group and individual ATOD and LGBTQ services to San Leandro students. Project Eden will also provide weekly supervision and training for the counselors assigned to each school and center. The counselors will provide ATOD and LGBTQ services to students at the following schools:
    - **Lincoln High School (Tuesday: full school day as arranged with site administrator)**
    - **Barbara Lee Health and Wellness Center (BLHWC) (Days and times to be determined with site administrator)**
2. Routinely and frequently evaluate the amount of counseling service utilization and delivery hours at the school sites and BLHWC through collaboration with Coordination of Services Team (COST) members and participation in COST meetings as schedules permit.
3. Work collaboratively to share space and maintain client confidentiality.
4. Provide SLUSD Office of Student and Family Wellness (OSFW) with names and schedules of interns prior to their beginning services and update OSFW as changes in these schedules occur.
5. Ensure that counselor providing services on the school site submits fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1
6. Not permit any Intern to come in contact with students until the Department of Justice has ascertained that the mental health *Intern* has not been convicted of a serious or violent felony.

**San Leandro Unified School District/ School Sites** will:

1. Collaborate with Eden counselor to determine student referral process and criteria for student referral.
2. Refer students to Eden services as appropriate through the Coordination of Services Team (COST) process or referral process at BLHWC.
3. Ensure that a private, confidential space is made available for all regularly scheduled counseling hours.
4. Ensure that the designated counseling space includes a telephone (or other reliable device or process for calling students from class).
5. Ensure that the Project Eden counselors is provided with a current campus disaster/emergency plan and evacuation procedure protocols.
6. Obtain and distribute keys for Project Eden counselor as needed.
7. Direct concerns regarding Project Eden policies, procedures, and requests for modifications to agreed upon services to the Project Eden Program Director.

## BILLING AND COLLECTIONS

SLUSD will have no financial obligation for the services provided by Project Eden.

## INSURANCE AND LIABILITY

Project Eden will be responsible for liability and malpractice insurance for all Project Eden staff. Upon request by SLUSD, Project Eden will furnish copies of its Certificate of Insurance which specifies levels of relevant insurance coverage.

Project Eden will indemnify and hold harmless SLUSD against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, Project Eden's performance of its duties under this agreement. SLUSD will indemnify and hold harmless Project Eden against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, SLUSD's performance of its duties under this agreement. Each partner will give the other prompt notice of any demand, claim, or suit against it.

## DURATION

This agreement shall commence on September 1, 2016 and shall continue for the remainder of the 2016-2017 school year (June 30, 2017).

**San Leandro Unified School District**

Mike McLaughlin, Superintendent
San Leandro Unified School District
Date: _____

835 E. 14th Street, 94577
San Leandro, CA 94577-1222

**Project Eden**

Rochelle Collins, Program Director
Project Eden
Date: 7/18/16

22646 Second Street
Hayward, CA 94541

# REQUIRED CERTIFICATIONS AGREEMENT
# BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
# AND Project Color | Horizon Services, Inc. (HSI)

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

**Criminal Background Clearance:** Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

**Tuberculosis Clearance:** Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

**Cost:** Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

**Effective Date:** This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

**No Other Changes:** All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

**Execution:** The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

**Company Name:** Project Color | HSI

Rachelle U. Collins

**[Authorized Representative]**

**Title:** Program Director

**Date:** 7/18/16

**For the SLUSD:**

_____

**[Superintendent or Designee]**

**Title:** _____

**Date:** _____

**REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services**

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

| Name | Fingerprint Clearance Date | TB Clearance Date |
|---|---|---|
| ~~Ray~~ Robert Lopez | 8/2015 | 8/2015 → renewal 8/2016 |
| Yvette Augustine | 3/2016 | 3/2016 |
| Rochelle Collins | 8/2015 | 8/2015 → renewal 8/2016 |
| Jack Thompson | 6/2016 | 6/2016 |
| Zinaya Brown | 7/2016 | 7/2016 |
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By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

**Legal Name of Consultant/Contractor:** Project Eden/HSI

By: _____ Date: 7/18/16

(authorized signatory)

Name: Rochelle U. Collins Title: Program Director